

**Best Value
Blanket Purchase Agreement
Federal Supply Schedule
National Oceanic and Atmospheric Administration**

In the spirit of the Federal Acquisition Streamlining Act, NOAA and Environmental Systems Research Institute, Inc. (ESRI) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) G8-35F-5080H.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources, preparation of technical documents, and solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.8.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply contract number G5-35F-5088H, which is incorporated by this reference and made a part of the BPA, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) with National Oceanic and Atmospheric Administration (NOAA):

This document defines the terms and conditions of a Blanket Purchase Agreement (Agreement) between the NOAA and Environmental Systems Research Institute, Inc. (ESRI) (Contractor) for Geographic Information Systems (GIS) software products and services as defined below.

The Government is not obligated to place any orders under this Agreement.

(1) **Funds:** This BPA does not obligate any funds.

(2) **Term and Renewal:** This Agreement shall take effect from date of award and shall continue as long as any as the underlying Government Supply Schedule (Schedule) held by the Contractor remains valid, or until terminated by either party at its sole discretion and without liability except for committed purchases and orders in progress.

The Government will review the Agreement on a semi-annual basis to determine whether changing market conditions, availability and quality of products and services, and other pertinent circumstances require the modification or termination of the Agreement.

This Agreement shall be subject to renewal upon expiration of the underlying Schedule(s) as soon as a new or renewal Schedule is in place, for as long as Contractor's performance on this BPA is satisfactory and NOAA continues to require the equipment and products and services covered. Any such renewal will be at the sole discretion of and subject to prior review and approval by the Contract Officer.

ESRI will work with NOAA to create multi-day workshops on applied GIS to be offered using the NOAA teleconferencing facilities. These workshops can be created cooperatively and delivered on a periodic basis as time allows and will be at no cost to the Government.

(3) **Authorized Buyers:** The products and services offered to the Government under this Agreement shall be available to all offices of NOAA and the Department of Commerce. Orders can be placed by any Contracting Officer in the Department of Commerce or by any authorized purchase card holder acting within the limits of his/her authority.

(4) **Principal Points of Contact:** The Government will name a Contracting Officer (for any issues concerning the meaning or scope of the Agreement), a Contract Specialist (order execution, tracking, pricing), and a Government Technical Representative (technical issues), each of whom will function as the primary contact with the Contractor in his/her area. The Contractor will name a principal point of contact for contract and ordering issues and a principal point of contact for technical and other issues. These may be the same person.

Contacts for BPA Orders and Order Processing

In addition to the names below, all ESRI regional offices, corporate office, and Telesales will be equipped to accommodate order processing for this BPA. The names below are primary contacts when issues may arise for this BPA and overall BPA management for ESRI.

David Beddoe, National Accounts, Department of Commerce Account Manager

(703) 506-9515 x8039

Kimberly Falson, Customer Service ESRI DC

2070 Chain Bridge Rd., Suite 180

Vienna, VA 22182

Phone (703) 506-9515 x8058 Fax: (703) 506-9514

Jody Ferrao, Federal Marketing

Carole Burge, Special Projects, x2271 1825

ESRI Redlands

380 New York Street

Redlands, CA 92373

Phone (909) 793-2853 x2286 Fax (909) 307-3074

Government Points of Contact:

Diane C. Huserneau, Contracting Officer

U. S. Department of Commerce/NOAA

Acquisition Management Division,
Contract Administration Branch OFA513
1305 East West Highway, Rm 7604
Silver Spring, MD 20910-3281
E-Mail Diane.C.Husereau@agf.noaa.gov
Phone 301-713-0829 x102 Fax 301-713-0809

Joel Perlroth, Contract Specialist
U. S. Department of Commerce/NOAA
Acquisition Management Division,
Contract Administration Branch OFA513:JLP
1305 East West Highway, Rm 7437
Silver Spring, MD 20910-3281
E-Mail Joel.L.Pperlroth@agf.noaa.gov
Phone 301-713-0829 x121 Fax 301-713-0809

Richard Roberts, Technical
U. S. Department of Commerce/NOAA
Information Resources Management, OFA1X1
1305 East West Highway, Rm 8118
Silver Spring, MD 20910-3281
E-Mail Rick.Roberts@iso.noaa.gov
Phone: 301 713-3525 X115 Fax: 301 713-3554

- (5) **Covered Services:** This Agreement covers all ESRI software products and services in the ESRI's Federal GSA Schedule Contract.
- (8) **Web Access:** At the discretion of the Contractor, their site may be secured and limited to use by the Government, as long as the method of security used does not interfere with efficient access by the Government. NOAA is interested in finding ways to use the Web to further streamline the ordering and tracking process, and to make more information available to all interested participants.
- (7) **Prices:** It is agreed that ESRI will offer a 4% (four percent) discount for all items except items in SIN 132-50 and SIN 132-51 under this proposed BPA.. For individual, single orders, which exceed \$500,000.00 there will be a 10% discount for all items (except items in SIN 132-50 and SIN 132-51). This 10% will be inclusive of the 4% for normal orders. Spot Discounting for all significant orders below this threshold will still be taken under consideration by ESRI. The Government reserves the right to negotiate more favorable pricing for specific orders whenever, because of order size or other factors, the Government deems it desirable to do so.
- (8) **Order Placement Information:** Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, credit card, or paper. Unless otherwise agreed to, all products and services under this BPA must be accompanied by a delivery order or sales slips that contain at least the following information:
 - a. Name of contractor;
 - b. GSA Contract number;
 - c. BPA number;
 - d. Delivery Order number;
 - e. Date of purchase;
 - f. Name and telephone number of purchaser contact person
- (9) **Shipping** for all orders under the BPA shall be **FOB Destination** for contiguous United States addressees. However, outside the 48 contiguous U. S., shipping will be **FOB Origin**.

(10) **Warranty:** Contractor warrants all products and services provided under this Agreement shall be new unless otherwise agreed in writing between the parties and signed by authorized Government representative. Contractor is the principal point of contact for all warranty issues unless otherwise indicated on the ordering document executed by the Government.

(11) **Invoicing and Payment:** The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoicing and credit card payment (where available) are both authorized. Invoices should be addressed to the contact person listed on the Delivery Order and payment is the responsibility of that office. At NOAA's discretion, credit card bills may be accumulated by the Government in order that a consolidated payment can be made. Such payments will be made monthly or at shorter intervals.

(12) **Statistics:** ESRI will maintain a special record of all orders received through the proposed BPA. Orders will be placed through normal channels: any ESRI Regional Office, ESRI Headquarters, or ESRI Telesales. NOAA will be responsible for referencing the BPA number on all Delivery Orders released such that a record can be maintained and the proper BPA pricing and the ESRI GSA terms can be honored. Quarterly Reports will be generated for NOAA on the activities under this BPA. The format of this report will be created by ESRI and transmitted by email and hard copy mailing to a point of contact in the Department of Commerce, NOAA, Richard A. Roberts, Information Resources Management Staff. However, at a minimum the reports shall contain the following information:

- a. Delivery Order number or, if bank card purchase, unique identification number assigned by Contractor.
- b. BPA number
- c. Type of order (credit card, Delivery Order)
- d. Summary description of what was purchased
- e. Total order price
- f. Date of order
- g. Date payment completed

(13) **Applicability of Terms and Conditions:** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

(14) **Streamlining Initiatives:** The following requirements are considered streamlining initiatives and may be implemented in the future, as mutually agreed by the Government and Contractor.

- a. Streamlined Payment Process (i.e. consolidated or summary invoice)
- b. Electronic Ordering Process

(15) **Incorporated Clauses:** In accordance with Federal Acquisition Regulation Clause (48 CFR Chapter 1) Clause 52.252-2, Clauses Incorporated by Reference (FEB 1998), the clauses listed below by reference have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.213-1 FAST PAYMENT PROCEDURE FEB 1998

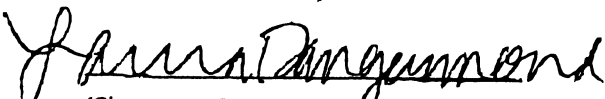
52.232-33 MANDATORY INFORMATION FOR

ELECTRONIC FUNDS TRANSFER PAYMENT AUG 1998

(16) **Acknowledgment:** The terms and conditions included in this agreement apply to all purchases made against this agreement. The supplier is hereby requested to acknowledge acceptance of the agreement, including its terms and conditions, by signing and returning four (4) copies to the Contracting Officer.

LAURA DANGERMOND, VICE PRESIDENT

(Print Name and Title)

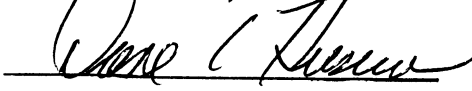

(Signature of person authorized to sign)

SEPTEMBER 2, 1998

Date Signed

Diane C. Huserau, Contracting Officer

(Print Name and Title)


(Signature of person authorized to sign)

9/8/98
Date Signed